

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Joseph E. Caceres, Esq. (SBN 169164) Charles Shamash, Esq. (SBN 178110) Caceres & Shamash, LLP 9701 Wilshire Boulevard, Suite 1000 Beverly Hills, California 90212 Telephone: (310) 205-3400 Facsimile: (323) 878-8308 Email: jec@locs.com  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Wesley H. Avery, Chapter 7 Trustee	FOR COURT USE ONLY
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<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</b>	
In re:  EFREN ZAVALA and MARIA PADILLA,  Debtor(s).	CASE NO.: 2:19-bk-21148-ER CHAPTER: 7  <b>NOTICE OF SALE OF ESTATE PROPERTY</b>

<b>Sale Date:</b> 09/23/2020	<b>Time:</b> 11:00 am
<b>Location:</b> U.S. Bankruptcy Court, Roybal Fed. Bldg., 255 E. Temple Street, Courtroom 1568, Los Angeles, CA 90012	

**Type of Sale:** ☒ Public ☐ Private **Last date to file objections:** 09/09/2020

**Description of property to be sold:**

RESIDENTIAL PROPERTY LOCATED AT 22745 Fries Avenue, Carson, CA 90745

**Terms and conditions of sale:**

SEE ATTACHED NOTICE OF MOTION. YOU MAY CONTACT THE TRUSTEE'S COUNSEL FOR COPY OF THE FULL SALE MOTION AT THE PHONE NUMBER, EMAIL, AND/OR ADDRESS ABOVE.

**Proposed sale price:** \$ 540,000.00

**Overbid procedure (if any):**

SEE ATTACHED NOTICE OF MOTION FOR EXACT OVERBID PROCEDURE

**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

Date: September 23, 2020  
Time: 11:00 a.m.  
Ctvm: 1568  
U.S. Bankruptcy Court, Roybal Federal Building  
255 E. Temple Street  
Los Angeles, CA 90012

**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

Brian Parsons  
Keller Williams Realty International - the Parsons Real Estate Team  
251 S. Lake Ave #150  
Pasadena, CA 91101  
Cell (626) 340-8050  
Office (626) 204-3390  
Email: brianparsons@kw.com

Or you may contact counsel for Chapter 7 Trustee Wesley H. Avery as set forth in the upper left hand corner of the first page of this document.

Date: 08/28/2020

Joseph E. Caceres, Esq. (SBN 169164)  
Charles Shamash, Esq. (SBN 178110)  
Caceres & Shamash, LLP  
9701 Wilshire Boulevard, Suite 1000  
Beverly Hills, California 90212  
Telephone: (310) 205-3400  
Facsimile: (323) 878-8308  
Email: jec@locs.com

General Counsel for Wesley H. Avery,  
Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES DIVISION

In re

EFREN ZAVALA and  
MARIA PADILLA,

) Case No. 2:19-bk-21148-ER

) Chapter 7

) **NOTICE OF HEARING ON:**  
) **CHAPTER 7 TRUSTEE'S MOTION FOR**  
) **ORDER (1) AUTHORIZING SALE OF REAL**  
) **PROPERTY, FREE AND CLEAR OF LIENS,**  
) **CLAIMS, AND INTERESTS, SUBJECT TO**  
) **OVERBID; (2) AUTHORIZING PAYMENT**  
) **OF LIENS, COSTS, BROKERS'**  
) **COMMISSIONS AND DEBTORS'**  
) **HOMESTEAD THROUGH ESCROW; and**  
) **(3) REQUIRING DEBTORS TO VACATE,**  
) **TURN OVER POSSESSION OF, AND**  
) **REMOVE PERSONAL PROPERTY FROM,**  
) **THE PROPERTY**

) *[Re Property Located at:*  
) *22745 Fries Avenue, Carson, CA 90745]*

) Date: September 23, 2020

) Time: 11:00 a.m.

) Ctrm: 1568

Debtor(s).

) 255 E. Temple Street  
) Los Angeles, CA 9001

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**TO THE HONORABLE ERNEST M. ROBLES, UNITED STATES BANKRUPTCY  
JUDGE, THE UNITED STATES TRUSTEE, AND ALL CREDITORS AND  
INTERESTED PARTIES:**

**PLEASE TAKE NOTICE** that on the above date and time and in the indicated courtroom, a hearing will take place on Wesley H. Avery's, the Chapter 7 Trustee ("Trustee") for the bankruptcy estate of Efren Zavala and Maria Padilla ("Debtors"), *Motion for Order (1) Authorizing Sale of Real Property, Free and Clear of Liens, Claims, and Interests, Subject to Overbid; (2) Authorizing Payment of Liens, Costs, Brokers' Commissions and Debtors' Homestead Through Escrow; and (3) Requiring Debtors to Vacate, Turn over Possession of, and Remove Personal Property From, the Property; Declarations of Wesley H. Avery, Brian Parsons, and Charles Shamash in Support Thereof* (the "Sale Motion"), pursuant to 11 U.S.C. §§ 105(a), 363(b), 363(f), 521(a)(3), and 521(a)(4). Based on Trustee's sound business judgment, Trustee believes the sale of the Property as set forth in the Motion and herein is in the best interests of the Estate.

**PLEASE TAKE FURTHER NOTICE** that through the Motion, Trustee seeks an order approving the sale of the Estate's right, title, and interest in the residential real property located at 22745 Fries Avenue, Carson, CA 90745 (the "Property"), on the terms and conditions specified in the accepted California Residential Purchase Agreement and Joint Escrow Instructions Dated 8/17/20 and related documents, including Seller Counter Offer No. 1 dated 8/21/20 and Trustee's Addendum thereto, and Buyer's Counter Offer No.1 dated 8/26/20, for the sale of the Property (collectively, the "Purchase Agreement"), attached to the Sale Motion as Exhibit 5 thereto, and incorporated herein by reference, to Journey Investments, Inc. ("Journey" or "Buyer"), for \$540,000.00 all-cash (the "Sale Price"), or to any person or entity that appears at the hearing on the Motion and submits a higher acceptable bid in accordance with Trustee's proposed overbid procedures, as set forth in the Motion and reproduced below.

**PLEASE TAKE FURTHER NOTICE** that, as part of the Motion, Trustee seeks an order approving the sale free and clear of all liens, claims, and interests. The Property is being sold as-is, without any warranties, disclosures, or repairs whatsoever, other than delivery of the Property

1 vacant at close of escrow, and with no loan or appraisal contingency. Further, the Trustee seeks  
2 an order:

3 (1) approving the proposed overbid procedures described in the Sale Motion and  
4 reproduced below;

5 (2) approving the payment through escrow of (a) the claims of valid lienholders on the  
6 Property; (b) ordinary and reasonable costs such as, but not necessarily limited to, prorated taxes,  
7 title fees, escrow fees, broker commissions totaling 6%, and other ordinary closing costs as per  
8 usual procedures; and (c) Debtors' homestead exemption in the amount of \$175,000.00;

9 (3) authorizing and directing escrow to pay all net proceeds of the sale after payment of the  
10 foregoing to the Trustee upon close of escrow, to be held by the Trustee for the benefit of the  
11 Estate;

12 (4) that pending the Trustee's review of the claims and charges asserted in escrow by the  
13 L.A. County Tax Collector or any other lien, claim, or interest that may be asserted, that up to all  
14 net proceeds of the sale after payment of ordinary and reasonable costs be paid over to him as  
15 Trustee, to be held by the Trustee for the benefit of the Estate pending further Court order, with  
16 liens to attach to the proceeds of sale to the same extent, validity, and priority with which they  
17 attached to the Property, as adequate protection under 11 U.S.C. § 363(e); and to effectuate this  
18 procedure, order that the Trustee be authorized to instruct escrow to pay any undisputed amounts  
19 of said liens to the respective claimants, with the disputed amounts paid over to the Trustee, to be  
20 reserved pending further Court order or agreement with the affected lienholder(s), if any;

21 (5) authorizing and directing Trustee and Buyer or a qualified successful overbidder to  
22 execute any and all documents or take any action necessary to transfer the Property from the estate  
23 to Buyer (or to any qualified successful overbidder);

24 (6) finding that Buyer or a qualified successful overbidder is a good-faith purchaser  
25 pursuant to 11 U.S.C. § 363(m);

26 (7) that the automatic 14-day stay of Fed.R. Bankr. Proc. 6004(h) is waived;

27 (8) retaining jurisdiction to (i) enforce and implement the terms and provisions of the  
28 Purchase Agreement, all addendums and amendments thereto, any waivers and consents

1 thereunder, and any other supplemental documents or agreements executed in connection  
2 therewith or the Escrow; (ii) compel delivery and payment of the consideration provided for under  
3 the Purchase Agreement; and (iii) resolve any disputes, controversies or claims arising out of or  
4 relating to the Purchase Agreement;

5 (9) compelling Debtors' cooperation with the Trustee and turnover of the Property as  
6 follows:

7 a. that on or before 12:00 p.m. (noon) PST on the first business day that is at  
8 least fifteen (15) days after entry of a Sale Order granting this Motion, the  
9 Debtors shall:

10 (i) vacate and turn over possession of the Property to the Trustee  
11 and/or his agents; and

12 (ii) cause all of their claimed exempt personal property, including  
13 without limitation household furniture, furnishings and effects to be  
14 removed from the Property;

15 b. that upon declaration filed with this Court by the Trustee, the Clerk of the  
16 Court shall immediately issue a writ of possession to and in favor of  
17 Trustee if the Property has not been turned over to the Trustee by the  
18 required date and time set forth above;

19 c. that if the Property is not vacated within five calendar (5) days after the  
20 issuance and service of the writ of possession by first class mail to the  
21 Property address and posting of same on the Property, the U.S. Marshal  
22 shall be directed and authorized to put the Trustee in possession of the  
23 Property by making a forced entry into the Property to remove any  
24 occupants from the Property upon request by the Trustee, and the U.S.  
25 Marshal shall be held harmless of any wrongdoing or alleged damage  
26 arising out of this eviction;

27 d. that all personal property remaining on the Property after the eviction of its  
28 occupants may immediately be sold or disposed of by Trustee without  
further Court order; and

e. that any fees and costs or deposits required by the U.S. Marshal to enforce said writ of possession and perform said eviction are hereby allowed as costs of administration of the Estate, and do not have to be paid to the U.S. Marshal in advance by Trustee, but instead may be paid from the proceeds of the sale of the Property by Trustee without further order of this Court; and

(10) granting such other and further relief as the Court deems just and proper.

**PLEASE TAKE FURTHER NOTICE** that the proposed sale to Buyer is subject to approval of the United States Bankruptcy Court and subject to overbids of any qualified third party. Trustee proposes that the following overbid procedures, which are subject to Court approval, be used at the hearing on the Motion (the "Sale Hearing") for considering overbids:

**Proposed Overbid Procedures/Competing Offers**

A. Qualification to Overbid. Each potential bidder (other than Buyer Journey) in order to qualify as a bidder at the Hearing, shall -

- a. at least three (3) days prior to the Sale Hearing, present to Trustee's Broker a cashier's check in the minimum amount of sixteen thousand and fifty dollars (\$16,050.00) (the same amount deposited by Journey) (the "Earnest Money Deposit") made payable to the Wesley H. Avery, As Trustee for the Bankruptcy Estate of Efren Zavala and Maria Padilla. Trustee shall return the Earnest Money Deposit if he accepts the bid of another bidder;
- b. at least three (3) days prior to the Sale Hearing, present to Trustee's Broker a completed and executed written offer to purchase signed by the bidder that contains terms and conditions that are, in the Trustee's business judgment, substantially similar or superior to the terms and conditions specifically contained in the Purchase Agreement with attached addenda, collectively attached to the Sale Motion as Exhibit 5;
- c. at least three (3) days prior to the Sale Hearing, offer proof to Trustee's Broker that the bidder has the financial ability to pay the balance of any bid made by such

bidder, such proof to be deemed acceptable or unacceptable by the Trustee in his  
sole discretion, subject to approval by the Court; and

d. attend the Hearing; and

2. Initial and Subsequent Overbids. The initial overbid shall be a total of at least five  
thousand dollars (\$5,000.00) more than the Sales Price, and all additional/subsequent overbids  
must be made in minimum increments of five thousand dollars (\$5,000.00); and

3. Winning Bidder/Close of Escrow/Liquidated Damages. Whether the Buyer or an  
overbidder is declared the winning bidder at the Sale Hearing (the "Winning Bidder"), such  
Winning Bidder shall have fifteen (15) days after entry of a court order approving the sale to close  
escrow. If the Winning Bidder, whether original Buyer or a successful overbidder, fails to close  
escrow within the applicable period above due to such Winning Bidder's default, the Trustee may  
cancel the purchase contract and escrow via written instructions to escrow. In such a case the  
Winning Bidder shall forfeit its Earnest Money Deposit, and escrow shall remit said Earnest  
Money Deposit to the Trustee upon demand by the Trustee. However, in his sole and absolute  
discretion the Trustee (a) may, but is not required to, extend the escrow closing period by written  
instructions to escrow, so as to allow the sale to the Winning Bidder to close, and/or (b) may  
instruct escrow to return the Earnest Money Deposit to the payor.

Trustee also requests approval of an alternate bidder as a backup bidder should the  
Winning Bidder (whether original Buyer Journey or an overbidder) fail to close the sale escrow  
within the applicable period above.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule 9013-  
1(f), if you wish to oppose or respond to the Sale Motion, you must both file a written opposition  
or response with the Bankruptcy Court and serve a copy of it upon the Trustee and Trustee's  
counsel and the United States Trustee at the addresses set forth in the upper left hand corner of the  
face page of this document and in the attached proof of service, no later than fourteen (14) days  
prior to the above hearing date. Pursuant to Local Bankruptcy Rule 9013-1(h), the failure to  
timely file and serve an opposition or response to the Sale Motion may be deemed by the Court to  
be consent to the granting of the Sale Motion. A copy of the Sale Motion may be viewed at the



1 Bankruptcy Clerk's office located at 255 E. Temple Street, Los Angeles, CA 90012. A copy may  
2 also be obtained by contacting the undersigned as indicated on the top left hand corner of the face  
3 page of this notice.

4 DATED: August 27, 2020

CACERES & SHAMASH, LLP

5 By: /s/ Joseph E. Caceres  
6 Joseph E. Caceres, Esq.  
7 Charles Shamash, Esq.  
8 General Counsel for Wesley H. Avery,  
9 Chapter 7 Trustee  
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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
9701 Wilshire Blvd., Suite 1000, Beverly Hills, CA 90212

The foregoing documents described as Notice of Sale of Estate Property [Form 6004-2] will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner indicated below:

I. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On 08/28/20 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Michael O Akhidenor akhidenor@att.net
- Wesley H Avery (TR) wes@averytrustee.com, C117@ecfcbis.com; lucy@averytrustee.com; alexandria@averytrustee.com
- Joseph E. Caceres jec@locs.com, generalbox@locs.com
- Daniel K Fujimoto wdk@wolffirm.com
- Ron Maroko ron.maroko@usdoj.gov
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
- Jennifer H Wang jwang@cookseylaw.com, jwang@ecf.courtdrive.com

☐ Service information continued on attached page

II. **SERVED BY UNITED STATES MAIL:** On (date) 08/28/20, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtors:

Efren Zavala & Maria Padilla  
22745 Fries Avenue  
Carson, CA 90745

Bankruptcy Judge:

The Honorable Ernest M. Robles, U.S. Bankruptcy Judge  
United States Bankruptcy Court, Roybal Federal Building  
255 E. Temple Street, Suite 1560  
Los Angeles, CA 90012

☐ Service information continued on attached page

III. **SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL** (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on \_\_\_\_\_ served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. *Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.*

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

08/28/20

Date

Joseph E. Caceres

Type Name

/s/ Joseph E. Caceres

Signature